

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	<p>where possible, and WorldCom's reservation of rights to pursue certain remedies against Verizon?</p> <p><i>Intellectual Property – How should Verizon's "best efforts" obligations to procure IP licenses that protect AT&T be accounted for in the Agreement and what are the Parties' indemnification obligations with respect to IP issues?</i></p>	<p>20.2.1 For purposes of Section [20.2], Verizon's obligation to indemnify shall include the obligation to indemnify and hold MCIIm harmless from and against any loss, cost, expense or liability arising out of a claim that MCIIm's use, pursuant to the terms of this Agreement, of such Verizon network equipment or software infringes the intellectual property rights of a third party. Moreover, should any such network equipment or software or any portion thereof provided by Verizon hereunder become, or, in Verizon's reasonable opinion, be likely to become, the subject of a claim of infringement, or should MCIIm's use thereof be finally enjoined, Verizon shall, at its immediate expense and at its choice:</p> <p>20.2.1.1 Procure for MCIIm the right to continue using such material; or</p> <p>20.2.1.2 Replace or modify such material to make it non-infringing provided such replacement or modification is functionally equivalent.</p> <p>RESOLVED</p>	<p>unable to procure a right or license for WorldCom, Verizon will promptly notify WorldCom of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts WorldCom's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.</p> <p>RESOLVED W/AT&T</p>
IV-45	Should the ICA contain a fraud prevention provision that (1) requires each Party to make available to the other fraud prevention features that may be embedded within any of the Network Elements; (2) makes clear that uncollectible or unbillable revenues from fraud and resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing the error; and (3) states that neither Party is liable to the other for any fraud	<p>Attachment IX, Section 3 et seq.</p> <p>Section 3. Fraud Prevention</p> <p>3.1 Each Party shall make available to the other fraud prevention features, including prevention, detection, or control functionality, that may be embedded within any of the Network Elements in accordance with applicable Tariffs or as otherwise mutually agreed, such as 900 NPA and international blocking offered to business customers and aggregators. [Agreed]</p> <p>3.2 Uncollectible or unbillable revenues from fraud and resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.</p>	<p>§ 17 Terms and Conditions of Agreement:</p> <p>17. Fraud</p> <p>17.1 The Parties will work cooperatively in a commercially reasonable manner to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.</p> <p>17.2 Each Party shall make available to the other fraud prevention features, including prevention, detection, or control functionality, that may be embedded within any of the Network Elements in accordance with applicable Tariffs or as otherwise mutually agreed; such functionalities including 900 NPA and international blocking offered to business Customers and aggregators.</p>

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	incurred in connection with service offerings, but that each Party must indemnify and hold each other harmless for any losses payable to IXC carriers caused by "clip-on" fraud incurred as a result of unauthorized access to an indemnifying Party's Service Area Concept (provided that the indemnifying Party shall control all negotiations and settlements of such claims with the applicable IXC carriers)?	3.3 Neither Party shall be responsible to the other for any fraud incurred in connection with their respective service offerings, except that each Party shall indemnify and hold each other harmless for any losses payable to IXC carriers caused by "clip-on" fraud incurred as a result of unauthorized access to an indemnifying party's Service Area Concept ("SAC"); provided that the indemnifying party shall control all negotiations and settlements of such claims with the applicable IXC carriers.	17.3 Except as may otherwise be required under Applicable Law, each Party Com assumes responsibility for all fraud associated with its Customers and accounts.
IV-83	Should the Interconnection Agreement contain a provision defining the scope of the agreement, states that the Interconnection Agreement specifies the rights and obligations of each Party with respect to the purchase and sale of Local Interconnection, Local Resale, Network Elements, and related services, and defines the subject matter content of each Part of the Interconnection Agreement?	RESOLVED	RESOLVED
IV-84	Should the Interconnection Agreement contain a provision: (1) obligating Verizon to provide services in any Technically Feasible combination requested by WorldCom (excepting Local Resale); (2) prohibiting either party from discontinuing or refusing to provide any service provided or required under the Interconnection Agreement (except in accordance with the terms of the Interconnection Agreement),	1.2 Verizon shall provide the services set forth in this Agreement in any Technically Feasible arrangement of resale services and Network Elements (possibly in conjunction with facilities provided by MCI) requested by MCI, pursuant to the terms of this Agreement and in accordance with the requirements of Applicable Law, or where appropriate, the Bona Fide Request ("BFR") process set forth in Section [6] (BFR Process for Further Unbundling) of this Part A. -Examples of such arrangements include, but are not limited to, (i) Network Element Platform ("UNE-P") in conjunction with resold DSL services or Advanced Services and (ii) UNE-P in conjunction with resold Operator Services/Directory Assistance Services.	Verizon proposes deletion of WorldCom's proposed Part A, § 1.2

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	without the other party's written agreement; and (3) prohibiting Verizon from altering its network without notice in a manner (i) inconsistent with the FCC's notice requirements and (ii) that would impair WorldCom's rights under the Interconnection Agreement?		
IV-86	Should the Interconnection Agreement contain a provision stating that (1) except as otherwise provided, the purchasing Party is authorized to use the services provided to it under the Interconnection Agreement in connection with other technically compatible services provided by the providing Party under the Interconnection Agreement, or with any services provided by the purchasing Party or third parties, but that (2) unless otherwise provided, interconnection services, call transport and termination services, and unbundled Network Elements shall be available under the terms and conditions (including prices) set forth in the Interconnection Agreement, and shall only be used for purposes consistent with the purchasing Party's obligations under the Act and any rules, regulations or orders thereunder?	RESOLVED	RESOLVED
IV-87	Should the Interconnection Agreement contain a provision stating that no provision of the Interconnection Agreement shall be deemed waived, amended or modified	RESOLVED	RESOLVED

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	by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties?		
IV-88	Should the Interconnection Agreement contain a provision: (1) making assignments or delegations of Interconnection Agreement rights or obligations to any non-affiliated entity void, without prior written notice and consent, (2) requiring written notice of an assignment or delegation to an Affiliate, and (3) further setting forth the rights and obligations of the Parties upon a valid assignment or delegation?	RESOLVED	RESOLVED
IV-89	Should the Interconnection Agreement contain a provision governing audits and examinations that: (1) entitles each Party to audit the other Party's books, records and documents for the purpose of evaluating the accuracy of the other Party's bills and performance reports rendered under the Interconnection Agreement, and that states how often such audits may be performed; (2) states that a Party may employ others persons or firms to conduct the audit, and that the time and place of audits shall take place by agreement of the parties; (3) sets forth a procedure for correction by the audited party of any error revealed in the audit; (4) obligates each Party to cooperate fully in any audit; (5) places the cost of the audit on the	RESOLVED	RESOLVED

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	auditing Party, but prohibits the audited Party from charging the auditing Party for reasonable access; (6) provides that information disclosed in an audit is deemed to be confidential information subject to the Interconnection Agreement's confidentiality restrictions; (7) provides for a limited survival period for audits following expiration or termination of the Interconnection Agreement?		
IV-90	Should the Interconnection Agreement contain a provision governing the rights and procedures for billing disputes, including allocation of interest payments upon resolution of such dispute?	RESOLVED	RESOLVED
IV-91	Should the Interconnection Agreement contain detailed provisions setting forth how branding will occur?	<p>Partially resolved by inclusion of Verizon's proposed language for Part A, Sections 7.1, 7.4 through 7.7.</p> <p>Verizon's proposed Section 7.1 has been included in the agreed-to portions of the Resale Attachment. WorldCom's proposed Section 7.1 remains in dispute.</p> <p>Section 7. Branding</p> <p>7.1 Whenever Verizon has control over handling of the services that MCI may provide to third parties using services provided by Verizon under this Agreement, Verizon shall, at MCI's sole discretion, brand any and all services at all points of Customer contact exclusively as MCI services, or otherwise as MCI may specify, or be provided with no brand at all, as MCI may determine. Where Technically Feasible, the branding provided by Verizon must be automatic and not require any manual intervention. Verizon shall not unreasonably interfere with branding by MCI. Verizon shall thoroughly test branding or unbranding of Operator Services, Directory Assistance and all interfaces and transfer features prior to delivery to MCI's Customers, subsidiaries, Affiliates, or any other third parties. These tests include, but are not limited to, the installation and testing of MCI-provided tapes. [Disputed</p>	<p>Verizon proposes to use same language on branding for WorldCom as that to which AT&T and Verizon have agreed, as set forth below; such provisions will have to be renumbered when placed in the WorldCom contract:</p> <p>7.1 To the extent required by Applicable Law, upon request by [WorldCom] and at prices, terms and conditions to be negotiated by [WorldCom] and Verizon, Verizon shall provide Verizon Resold Services that are identified by [WorldCom]'s trade name, or that are not identified by trade name, trademark or service mark.</p> <p>7.4 Verizon will recognize [WorldCom] as the customer of record of all services ordered by [WorldCom] under this Agreement. [WorldCom] shall be the single point of contact for [WorldCom] Customers with regard to all services, facilities or products provided by Verizon to [WorldCom] and other services and products which they wish to purchase from [WorldCom] or which they have purchased from [WorldCom]. Communications by [WorldCom] Customers with regard to all services, facilities or products provided by Verizon to [WorldCom] and other services and products which they wish to</p>

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		<p>WorldCom Language]</p> <p>[Following is Verizon's proposed language which WorldCom has accepted.]</p> <p>7.1 Availability of Branding for Resale To the extent required by Applicable Law, upon request by AT&T and at prices terms and conditions to be negotiated by AT&T and Verizon, Verizon shall provide Verizon Resold Services that are identified by AT&T's trade name, or that are not identified by trade name, trademark, or service mark. [Included in Resale Attachment]</p> <p>* * * *</p> <p>7.4 Verizon will recognize AT&T as the customer of record of all Services ordered by AT&T under this Agreement. AT&T shall be the single point of contact for AT&T Customers with regard to all services, facilities or products provided by Verizon to AT&T and other services and products which they wish to purchase from AT&T or which they have purchased from AT&T. Communications by AT&T Customers with regard to all services, facilities, or products provided by Verizon at AT&T and other services and products which they wish to purchase from AT&T or which they have purchased from AT&T, shall be made to AT&T, and not to Verizon. AT&T shall instruct AT&T Customers that such communications shall be directed to AT&T.</p> <p>7.5 Requests by AT&T Customers for information about or provision of products or services which they wish to purchase from AT&T, requests by AT&T Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from AT&T, and inquiries by AT&T Customers concerning AT&T's bills, charges for AT&T's products or services, and, if the AT&T Customers receive dial tone line service from AT&T, annoyance calls, shall be made by the AT&T Customers to AT&T, and not to Verizon.</p> <p>7.6 AT&T and Verizon will employ the following procedures for handling</p>	<p>purchase from [WorldCom] or which they have purchased from [WorldCom], shall be made to [WorldCom], and not to Verizon. [WorldCom] shall instruct [WorldCom] Customers that such communications shall be directed to [WorldCom].</p> <p>7.5 Requests by [WorldCom] Customers for information about or provision of products or services which they wish to purchase from [WorldCom], requests by [WorldCom] Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from [WorldCom], and inquiries by [WorldCom] Customers concerning AT&T's bills, charges for [WorldCom]'s products or services, and, if the [WorldCom] Customers receive dial tone line service from [WorldCom], annoyance calls, shall be made by the [WorldCom] Customers to [WorldCom], and not to Verizon.</p> <p>7.6 [WorldCom] and Verizon will employ the following procedures for handling misdirected repair calls:</p> <p>7.6.1 [WorldCom] and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.</p> <p>7.6.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge.</p> <p>In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.</p> <p>7.6.3 [WorldCom] and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.</p> <p>7.7 In addition to Section 7.6 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other [WorldCom].</p>

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		<p>misdirected repair calls:</p> <p>7.6.1 AT&T and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.</p> <p>7.6.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.</p> <p>7.6.3 AT&T and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.</p> <p>7.7 In addition to section 7.6.3 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other party.</p>	
IV-92	Should the Interconnection Agreement contain a provision that makes clear that the Interconnection Agreement provisions governing branding shall not confer on either Party any rights to the service marks, trademarks and tradenames owned by or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the branding provisions?	RESOLVED	RESOLVED
IV-93	Should the Interconnection Agreement contain a provision that requires Verizon technicians, when on a premise visit on behalf of WorldCom, to identify themselves as Verizon employees performing services on behalf of WorldCom?	RESOLVED	RESOLVED

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	Should that provision also define the appropriate contents of a status card left by such a technician on a status visit (and include an Exhibit A that contains a representative sample) and prohibit such technicians from leaving any promotional or marketing literature for or otherwise market Verizon Telecommunications Services to the WorldCom customer (excepting a telephone number for customer service or sales)?		
IV-94	Should the Interconnection Agreement contain a provision stating that the purchasing Party will pay charges in consideration for services, and incorporating by reference attachments setting forth charges and billing and payment procedures?	RESOLVED	RESOLVED
IV-95	Should the Interconnection Agreement contain a provision making each Party (subject to certain exceptions) responsible for all costs and expenses incurred in complying with its obligations under the Interconnection Agreement, and requiring each Party to undertake the technological measures necessary for such compliance?	Part A, Section 8.2. 8.2 Except as otherwise specified in this Agreement, each Party shall be responsible for: (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.	Verizon would agree to WorldCom's proposed Part A, Section 8.2, if WorldCom would agree to add the phrase "or otherwise provided for under Applicable Law" after the introductory clause "Except as otherwise specified in this Agreement,".
IV-96	Should the Interconnection Agreement contain a provision requiring each Party to comply with Applicable law, to obtain and keep in effect all regulatory approvals, and to reasonably cooperate in obtaining and maintaining such approvals? Should the provision further provide that the	RESOLVED	RESOLVED

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	Interconnection Agreement shall survive, subject to other provisions of Part A, in the event that the Act or FCC rules and regulations applicable to the Interconnection Agreement are held invalid?		
IV-98	Should Verizon be precluded from sharing WorldCom confidential information with Verizon's retail component?	RESOLVED	RESOLVED
IV-99	Should the Interconnection Agreement contain a provision setting forth rules of construction applicable to the Interconnection Agreement terms and conditions?	RESOLVED	RESOLVED
IV-100	Should the Interconnection Agreement contain a dispute resolution provision that permits the Parties to submit to the Commission any dispute arising out of the Interconnection Agreement that the Parties cannot resolve (assuming the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of the Interconnection Agreement), and that sets forth the obligations of the Parties upon such submission?	RESOLVED	RESOLVED
IV-101	Should the parties be allowed to submit disputes under the agreement to binding arbitration under the United States Arbitration Act?	<p>28.11 Dispute Resolution</p> <p>28.11.1 Alternative to Litigation.</p> <p>Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as a final and binding remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement</p>	<p>If WorldCom insists that an arbitral order will be effective prior to its approval (or deemed approval) by the Commission, then Verizon proposes the following language:</p> <p>14. Dispute Resolution</p> <p>14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.</p>

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		<p>or its breach, except with respect to the following:</p> <p>(1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;</p> <p>(2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of Section 27 of this Agreement;</p> <p>(3) A suit to compel compliance with this dispute resolution process;</p> <p>(4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party;</p> <p>(5) An action for fraud;</p> <p>(6) A billing dispute equal to or in excess of \$2,000,000.00;</p> <p>(7) Any rate or charge within the jurisdiction of the Commission or the FCC;</p> <p>(8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii) Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order);</p> <p>(9) A dispute, controversy or claim relating to or arising out of the tax provisions of this Agreement; and</p> <p>(10) Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission.</p> <p>Any such actions, disputes, controversies or claims may be pursued by either Party before any court, Commission or agency of competent jurisdiction.</p> <p>Additionally, AT&T hereby waives its rights to submit disputes in accordance with the alternative dispute resolution mediation process implemented by Verizon pursuant to paragraph 40 and Attachment F of the Merger Order.</p> <p>28.11.2 Negotiations.</p> <p>At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall</p>	<p>To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.</p> <p>14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.</p> <p>As an alternative, Verizon would agree to language on dispute resolution for WorldCom that is based in large part on that to which AT&T and Verizon have agreed, as set forth below; such provisions will have to be renumbered when placed in the WorldCom contract:</p> <p>28.11 Dispute Resolution</p> <p>28.11.1 Alternative to Litigation.</p> <p>Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as a final and binding remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:</p> <p>(1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;</p> <p>(2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of this Agreement;</p>

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		<p>be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.</p> <p>28.11.3 Arbitration</p> <p>Except for those disputes identified in section 28.11.1(1) through 28.11.1(9), if the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of commencement of the arbitration, as modified by this Agreement, hereinafter referred to as the AAA Rules. The Parties may select an arbitrator outside AAA's roster of arbitrators upon mutual agreement prior to AAA's appointment of an arbitrator. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall be controlled by the arbitrator but limited to the extent set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or as determined by the arbitrator. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings, including</p>	<p>(3) A suit to compel compliance with this dispute resolution process;</p> <p>(4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party;</p> <p>(5) An action for fraud;</p> <p>(6) A billing dispute equal to or in excess of \$2,000,000.00;</p> <p>(7) Any rate or charge within the jurisdiction of the Commission or the FCC;</p> <p>(8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii) Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order);</p> <p>(9) A dispute, controversy or claim relating to or arising out of the tax provisions of this Agreement; and</p> <p>(10) Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission.</p> <p>Any such actions, disputes, controversies or claims may be pursued by either Party before any court, Commission or agency of competent jurisdiction. Additionally, AT&T hereby waives its rights to submit disputes in accordance with the alternative dispute resolution process implemented by Verizon pursuant to paragraph 40 and Attachment F of the Merger Order.</p> <p>28.11.2 Negotiations</p> <p>At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from</p>

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		<p>Findings of Fact and Conclusions of Law. The arbitrator shall have no power to add or detract from this Agreement of the Parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator may award whatever remedies at law or in equity the arbitrator deems appropriate. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The written opinion of the arbitrator shall not be enforceable in any court having jurisdiction over the subject matter until the Commission, pursuant to section 28.11.7 below, has issued an Order adopting or modifying the arbitrator's written opinion.</p> <p>28.11.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 28.11.2 directly and materially affects service to either Party's end-user Customers or the amount subject to a billing dispute is \$200,000 or less, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration pursuant to the process outlined in Section 28.11.3 above, the arbitration shall be conducted pursuant to the expedited procedures rules of the AAA Rules in effect on the date of commencement of the arbitration.</p> <p>28.11.5 Costs Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitrator.</p> <p>28.11.6 Continuous Service The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments in accordance with and as required by this Agreement.</p> <p>28.11.7 Commission Order 28.11.7.1 Within thirty (30) days of the arbitrator's decision, the Parties shall submit that decision to the Commission for review. Each Party shall also submit its position on the arbitrator's decision in a statement not to exceed ten (10) pages as to whether the Party seeks to challenge it before the Commission. The Commission shall accept or modify the arbitrator's decision within thirty</p>	<p>discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.</p> <p>28.11.3 Arbitration</p> <p>Except for those disputes identified in section 28.11.1(1) through 28.11.1(9), if the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of commencement of the arbitration, as modified by this Agreement, hereinafter referred to as the AAA Rules. The Parties may select an arbitrator outside AAA's roster of arbitrators upon mutual agreement prior to AAA's appointment of an arbitrator. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall be controlled by the arbitrator but limited to the extent set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or as determined by the arbitrator. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings, including Findings of Fact and Conclusions of Law. The arbitrator shall have no power to add or detract from this Agreement of the Parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator may award whatever remedies at law or in equity the arbitrator</p>

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		(30) days of its receipt and issue an Order accordingly pursuant to Section 252 of the Act; provided, however, if the Commission does not issue an Order accepting or modifying the arbitrator's decision within thirty (30) days of its receipt, the arbitrator's decision shall be deemed an Order of the Commission pursuant to Section 252 of the Act. The Order of the Commission shall become final and binding on the Parties, except as provided in Section 28.11.7.2 below. 28.11.7.2 Either Party may seek timely review of the Commission Order rendered above pursuant to Section 252(e)(6) of the Act. The Parties agree to waive any objection to the federal court's jurisdiction over the subject matter.	deems appropriate. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The written opinion of the arbitrator shall not be enforceable in any court having jurisdiction over the subject matter until the Commission, pursuant to section 28.11.7 below, has issued an Order adopting or modifying the arbitrator's written opinion.
IV-102	Should the Interconnection Agreement contain a provision stating that the Interconnection Agreement constitutes the entire agreement between the Parties on the subject matter of the Interconnection Agreement, and that it supersedes any prior or contemporaneous agreement, understanding, or representation on that subject matter?	RESOLVED	RESOLVED
IV-103	Should the Interconnection Agreement contain a provision governing liability for environmental contamination that: (1) states that neither Party shall be liable to the other for any costs whatsoever resulting from the other Party's violation of federal, state, or local environmental law; (2) requires each Party, upon request, to indemnify, defend, and hold harmless the other Party against all losses caused by the indemnifying Party's violation of environmental laws; (3) places limited obligations on WorldCom regarding compliance with asbestos regulating laws when WorldCom engages in abatement activities or equipment	RESOLVED	RESOLVED

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	placement activities resulting in the generation or placement of asbestos containing material; (4) makes clear that WorldCom has no additional legal responsibilities regarding asbestos containing material on Verizon property; and (5) obligates Verizon to notify WorldCom if Verizon undertakes any asbestos control or asbestos abatement activities that could affect WorldCom's equipment or operations?		
IV-104	Should the Interconnection Agreement contain a provision obligating both parties in their performance of their obligations under the Interconnection Agreement to cooperate fully and act in good faith and consistently with the intent of the Act, and prohibiting either Party from unreasonably delaying, withholding, or conditioning any action it is required or permitted to take pursuant to the Interconnection Agreement?	RESOLVED	RESOLVED
IV-105	Should the Interconnection Agreement contain a provision stating that the Act and Virginia law govern the validity, construction, enforcement, and interpretation of the Interconnection Agreement, without regard to Virginia's conflict of laws rules?	RESOLVED	RESOLVED
IV-106	Should the Interconnection Agreement contain a provision under which each Party agrees to indemnify	Part A, Sections 19.1, 19.2, 19.3, 19.3.1-19.3.5: Section 19. Indemnification	Verizon proposes to use same language for WorldCom as that to which AT&T and Verizon have agreed (at Section 24 of the AT&T contract), as set forth below; such provisions will have to be renumbered when placed in the

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	<p>the other Party for certain specified liability arising from the Interconnection Agreement that is legally caused by the indemnifying Party? Should the provision also contain various procedures, including limiting conditions, regarding how indemnification is obtained, including notice, authority to defend, authority to settle, obligation to assert defenses in applicable Tariffs, and an obligation on the indemnified Party to offer reasonable cooperation and assistance?</p>	<p>19.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs, and reasonable attorneys' fees and allocated in-house legal expenses (collectively, a "Loss") incurred by the indemnified Party to the extent that such Loss is: suffered, made, instituted, or asserted by any other person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent legally caused by the acts or omissions of the indemnifying Party, regardless of the form of action. Notwithstanding the foregoing indemnification, nothing in this Section [19] shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws.</p> <p>19.2 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all Loss incurred by the indemnified Party suffered, made, instituted, or asserted by any other person (regardless of the form of action) and to the extent such Loss is legally caused by the indemnifying Party through acts or omissions in breach of this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section [19] shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws.</p> <p>19.3 The indemnification provided herein shall be conditioned upon:</p> <p>19.3.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification, provided that failure to notify the indemnifying Party shall not relieve it of any liability it might otherwise have under this Section [19] to the extent it was not materially prejudiced by such failure of notification.</p> <p>19.3.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event the indemnifying Party does not accept the defense of any such action, the</p>	<p>WorldCom contract:</p> <p>24.0 INDEMNIFICATION</p> <p>24.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against any and all Losses that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions in connection with this Agreement of the Indemnifying Party, or the directors, officers, employees, agents, or contractors (excluding the Indemnified Party), of the Indemnifying Party.</p> <p>24.2 Nothing in Section 24.0 shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the Indemnified Party's provision of services, facilities or arrangements to the Indemnifying Party under this Agreement.</p> <p>24.3 An Indemnifying Party's obligation to indemnify, defend and hold harmless the Indemnified Party as provided in this Section 24.0 shall be conditioned upon the following:</p> <p>a) The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the Indemnifying Party's obligations under this Section 24.0. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice has prejudiced the Indemnifying Party.</p> <p>b) The Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at the Indemnified Party's sole cost and expense.</p> <p>c) In no event shall the Indemnifying Party settle or consent to any judgment in an action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnified Party</p>

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		<p>indemnified Party shall have the right to employ counsel for its own defense at the expense of the indemnifying Party.</p> <p>19.3.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.</p> <p>19.3.4 In any action for which indemnity is sought, the indemnified Party shall assert any and all provisions in applicable Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of applicable limitations of liability.</p> <p>19.3.5 The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.</p>	<p>against, the Loss for any amount in excess of such refused settlement or judgment.</p> <p>d) The Indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.</p> <p>e) The Indemnified Party shall offer the Indemnifying Party all reasonable cooperation and assistance in the defense of any such action.</p> <p>24.4 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.</p> <p>24.5 In addition to its other obligations under this Section 24.0, each Party shall, to the extent allowed by Applicable Law, provide in its Tariffs and contracts with its Customers, that, except for gross negligence or willful misconduct, in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any Customer or third party for (i) any loss relating to or arising out of the services, facilities or arrangements obtained or provided under this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages.</p> <p>24.6 Notwithstanding any other provision of this Agreement, with respect to Verizon's provision of Line Sharing to AT&T hereunder, each Party shall release, indemnify, defend and hold harmless the other Party for any Loss suffered, made, instituted, or asserted by the other Party's Customer(s) that arise from disruptions to that Customer's service or from any violation of Applicable Law governing the privacy of the Customer's communications, and that are proximately caused by the grossly negligent or willful acts or omissions of the Indemnifying Party in connection with a Line Sharing arrangement.</p>
IV-107	Should the Interconnection Agreement contain a provision regarding intellectual property rights stating that (1) any intellectual property originating from or developed by a Party remains in the exclusive ownership of that Party; and (2) the Interconnection Agreement	<p>Part A, Section 20.1</p> <p>Section 20. Intellectual Property Rights</p> <p>20.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for the limited right to use (in accordance with this Agreement) a Party's intellectual property that is embedded in, a part of, or necessary or reasonably appropriate to the use</p>	<p>Verizon proposes to use same language for WorldCom as that to which AT&T and Verizon have agreed (at Sections 28.16.1-3 of the AT&T contract), as set forth below; such provisions will have to be renumbered when placed in the WorldCom contract:</p> <p>28.16.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or any other proprietary interest or</p>

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	does not grant either Party any form of license in the other Party's intellectual property (with the exception of certain limited use licenses)?	of the facilities, equipment, or services provided under this Agreement, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or any other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as provided above, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party; except in accordance with the terms of this Agreement or a separate license agreement between the Parties granting such rights.	<p>intellectual property, now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.</p> <p>28.16.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.</p> <p>28.16.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT, INCLUDING ANY RIGHT OF THE PARTIES TO THIS AGREEMENT.</p>
IV-108	Should the Interconnection Agreement contain a provision that prohibits either Party from publishing or using, absent agreement, the other Party's logo, trademark, or service mark in any product, service, advertisement, promotion, or any	RESOLVED	RESOLVED

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	other publicity matter?		
IV-109	Should the Interconnection Agreement contain a provision stating that the Interconnection Agreement is the joint work product of the representatives of the Parties, that it has been drafted in final form by one of them for convenience, and that no inferences designed to resolve ambiguity shall be drawn against either Party solely on the basis of authorship?	RESOLVED	RESOLVED
IV-110	Should the Interconnection Agreement contain a provision that prohibits a providing Party from requiring the purchasing Party to produce a letter of authorization, disconnect order, or other writing, from the purchasing Party's subscriber as a pre-condition to processing an Order from the purchasing Party?	<p>Part A, Section 22.1:</p> <p>Section 22. Migration of Service</p> <p>22.1 A Providing Party shall not require the Purchasing Party to produce a letter of authorization, disconnect order, or other writing, from the Purchasing Party's subscriber as a pre-condition to processing an Order from the Purchasing Party.</p>	<p>XX.XX Without in any way limiting either Party's obligations under Subsection [Change of Law], each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider, including, without limitation, the rules and procedures set forth in Section 64.1100 through 1190 of the FCC Rules, 47 CFR § 64.1100 through 1190, when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers (including, without limitation, by not requiring evidence of verification of a carrier change request as a precondition for processing such change).</p> <p>XX.XX In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon reasonable request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.</p>

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IV-111	Should the Interconnection Agreement contain a provision that requires Verizon to provide notices of network changes in compliance with Section 251(c)(5) of the Act and the FCC's implementing regulations?	RESOLVED	
IV-112	Should the Interconnection Agreement contain a provision that obligates the Parties to submit promptly the Interconnection Agreement to the Commission and all other governmental entities from which regulatory approval is needed, and that obligates the Parties to negotiate promptly and in good faith such revisions as may reasonably be required to achieve regulatory approval?	RESOLVED	RESOLVED
IV-113	Should the Interconnection Agreement contain a provision obligating the Parties to negotiate promptly and in good faith to amend the Interconnection Agreement in the event that subsequent changes in the law render any provision of the Interconnection Agreement unlawful, or materially alters the obligation(s) to provide services, or the services themselves, embodied in the Interconnection Agreement?	<p>Part A, Section 25.2.</p> <p>25.2 In the event the FCC or the Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially alter the obligation(s) to provide services or the services themselves embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section [13] (Dispute Resolution Procedures) hereof.</p>	<p>Revised version of the WorldCom-proposed §§ 25.2 and 25.8, which will be renumbered as sections 4.5 and 4.6 of the Verizon/WorldCom contract:</p> <p>4.5 Subject to the terms of Section 4.6, in the event the Commission or the Virginia Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially alter the obligation(s) to provide services or the services themselves embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section [___] (Dispute Resolution Procedures) hereof.</p> <p>4.6 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that Verizon is not</p>

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			required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to WorldCom hereunder, then, unless otherwise agreed to in writing by the Parties, Verizon may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing forty-five (45) days prior written notice to WorldCom unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply. Upon receipt of such notice from Verizon, **CLEC may, at its option, petition the Commission or the FCC for review of the discontinuance of Service.
IV-114	Should the Interconnection Agreement contain a provision stating the Parties' intention that any services requested by either Party relating to the subject matter of the Interconnection Agreement that is not offered under the Interconnection Agreement will be incorporated into the Interconnection Agreement by amendment upon agreement by the Parties?	RESOLVED	RESOLVED
IV-115	Should the Interconnection Agreement contain a provision requiring the Parties, when they submit the Interconnection Agreement to the Commission for approval, to request that the Commission approve the Interconnection Agreement and refrain from taking any action to change, suspend, or otherwise delay implementation? Should the provision also make each Party responsible for obtaining and keeping in effect all regulatory approvals that may be required in connection with	RESOLVED	RESOLVED

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	the performance of its respective obligations under the Interconnection Agreement?		
IV-116	Should the Interconnection Agreement contain a provision reserving the Parties' rights to legally challenge through the Section 252 appeal process any term or condition of the Interconnection Agreement established by order of the FCC or Commission?	RESOLVED	RESOLVED
IV-117	Should the Interconnection Agreement contain a provision that, except as otherwise expressly stated, places on each Party the legal responsibility and expense for obtaining all rights and privileges necessary for the Party to provide its services pursuant to the Interconnection Agreement?	RESOLVED	RESOLVED
IV-118	Should the Interconnection Agreement contain a provision making clear that each Party is an independent contractor with full control of and supervisor over its own performance of obligations and its employment practices; that the Interconnection Agreement does not create any other legal relationship between the Parties, such as an agency or partnership relationship; and that the legal relationship formed is non-exclusive, preserving the right of each Party to provide services to, or purchase services from other parties?	RESOLVED	RESOLVED
IV-119	Should the Interconnection	RESOLVED	RESOLVED

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	Agreement contain a provision governing available remedies and that authorizes a Party to sue in equity for specific performance?		
IV-120	Should the Interconnection Agreement contain a provision governing available remedies stating that the remedies specified in the Interconnection Agreement are cumulative and are not intended to be exclusive of other remedies available to the injured Party at law or equity? Should the provision also state the Parties' agreement that the self-executing remedies for performance standards failures are not inconsistent with any other available remedy and are intended, as a financial incentive to meet performance standards, to stand separate from other available remedies?	27.2 Unless otherwise specifically provided under this Agreement, all remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity. The Parties acknowledge that the self-executing remedies for performance standards failures set forth in and incorporated into this Agreement are not inconsistent with any other available remedy and are intended only to provide Verizon with a financial incentive to meet performance standards. However, the Parties agree that, while Verizon's responsibility to pay these self-executing remedies is independent of any other damages under this Agreement they may be used to mitigate any such damages to the extent that they have been paid directly to MCI and arise out of the same breach of this Agreement.	31. Performance Standards 31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act and 47 CFR §§ 51.305(a)(3), 51.311(a) and (b) and 51.603(b). 31.2 To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of the Merger Order, Verizon shall provide performance measurement results to **CLEC. 31.3 **CLEC shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.
IV-121	Should the Interconnection Agreement contain a provision (1) requiring Verizon to provide services and perform under this Agreement in accordance with any performance standards, metrics, and self-executing remedies (a) set forth in the Agreement and (b) established by the FCC, the Commission, and any governmental body of competent jurisdiction; and (2) incorporating those standards, metrics and remedies by reference into the Interconnection Agreement?	Part A, Section 27.3: 27.3 Verizon shall provide services and perform under this Agreement in accordance with (i) any performance standards, metrics, and self-executing remedies established by the FCC, the Commission, and any governmental body of competent jurisdiction; and (ii) the performance standards, metrics and self-executing remedies set forth in Attachment X of this Agreement. The performance standards, metrics, and self-executing remedies established by the FCC, the Commission, and other governmental body of competent jurisdiction are hereby incorporated into this Agreement.	31. Performance Standards 31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act and 47 CFR §§ 51.305(a)(3), 51.311(a) and (b) and 51.603(b). 31.2 To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of the Merger Order, Verizon shall provide performance measurement results to **CLEC. 31.3 **CLEC shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.
IV-122	Should the Interconnection Agreement contain a severability	RESOLVED	RESOLVED

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	provision stating that, if any term, condition or provision of the Interconnection Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not invalidate the entire Interconnection Agreement (unless such construction would be unreasonable), that the Interconnection Agreement in that event would be construed as if it did not contain the invalid or unenforceable provision or provisions, and that the rights and obligations of each Party would be construed and enforced accordingly?		
IV-123	Should the Interconnection Agreement contain a provision governing subcontracting, which makes clear that a Party remains responsible for its Interconnection Agreement obligations even when it subcontracts with another entity to perform those obligations that the subcontracting Party is solely responsible for paying its subcontractors, and that no subcontractor shall be deemed a third party beneficiary under the Interconnection Agreement?	RESOLVED	RESOLVED
IV-124	Should the Interconnection Agreement contain a provision that authorizes a Party to fulfill its obligations under the Interconnection Agreement itself or through an Affiliate, but which states that use of an Affiliate does not affect a Party's liability or duty under the	RESOLVED	RESOLVED

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
IV-125	Interconnection Agreement? Should the Interconnection Agreement contain a provision that makes the agreement binding upon, and for the benefit of, the Parties and their respective successors and permitted assigns?	RESOLVED	RESOLVED
IV-126	Should the Interconnection Agreement contain a provision governing collection and payment of taxes imposed by taxing authorities on purchase of services under the Interconnection Agreement? Specifically, should such a provision: (1) set forth conditions for collection and remittance of taxes by the parties; (2) set forth procedures should the providing Party not submit timely bills for taxes to the purchasing Party (including a limitation that taxes be assessed or paid within one year of a transaction); (3) set forth special procedures governing resale of services that would allow the party purchasing service to be exempt from tax; (4) set forth provision requiring the purchasing Party to indemnify the providing Party for any tax due on services purchased for resale; (5) obligate each Party to reasonably cooperate with the other in the event of an audit by a taxing authority; (6) set forth a definition of effective notice or communication for tax purposes, and identify designates for receipt of such notice or communication?	RESOLVED	RESOLVED

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
IV-127	Should the Interconnection Agreement contain a provision stating that the Interconnection Agreement is for the benefit of the Parties alone and that it does not create any third party beneficiaries?	RESOLVED	RESOLVED
IV-128	Should the Interconnection Agreement contain a provision stating that a Party's failure or delay in seeking to enforce the Interconnection Agreement, or to seek any remedy under it, is not to be construed as a waiver of the Party's rights under the Interconnection Agreement? Should the provision also state that any waiver by a Party of a default by the other Party shall not be deemed a waiver of any other default?	RESOLVED	RESOLVED
IV-129	Should the Interconnection Agreement contain a "Part B" that provides definitions of certain capitalized terms and words used throughout the Interconnection Agreement?	Part B – see separate document breaking out individual definitions.	See Verizon's Proposed Interconnection Agreement, Glossary Attachment (separate document).
V-11	Indemnification for Directory Listings	WorldCom proposes to delete the last sentence of Verizon's proposed Section 4.7 of the language otherwise agreed to under Issue IV-82.	4.7 Indemnification. **CLEC shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, **CLEC warrants to Verizon that **CLEC has the right to provide such Listing Information to Verizon on behalf of its Customers. **CLEC shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. **CLEC agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by **CLEC

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